

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:) Case No. 17-10514-TPA
)
B.L. GUSTAFSON, LLC,) Chapter 11
Debtor)
)
HAMLIN BANK & TRUST COMPANY,) Related to Doc. No. 102
Movant)
)
vs.)
)
B.L. GUSTAFSON, LLC d/b/a PRIORITY)
CARE AMBULANCE; and BRIAN)
GUSTAFSON,) Date and Time of Hearing:
Respondents) February 15, 2018 at 9:30 a.m.

DEBTOR'S ANSWER TO MOTION FOR RELIEF FROM AUTOMATIC STAY

AND NOW, this 7th day of February, 2018, comes the Debtor, by and through its counsel, Knox McLaughlin Gornall & Sennett, P.C., with this Answer to the Movant's Motion for Relief from Automatic Stay, as follows:

FIRST DEFENSE

Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 (first sentence only), 11, 12 and 14 are admitted, further averring that the Note, Modification and Security Agreement which are attached to the Motion as Exhibits A, B and C speak for themselves. The Debtor is without sufficient knowledge or information to form a belief as to the truth of the allegations in the second sentence of paragraph 10, paragraph 15 and paragraph 16, which are therefore denied. Paragraphs 13, 17, 18 and 19 are also denied. Paragraph 20 represents a legal conclusion to which no response is required. To the extent that a response is required, paragraph 20 is also denied.

SECOND DEFENSE

21. The original Note (Exhibit A) was not signed by or on behalf of the Debtor. The Note Modification and Hypothecation Agreement (Exhibits B and C), which the Debtor signed on April 21, 2017 just prior to the Chapter 11 filing on May 16, 2017, lacked consideration. In the alternative, if and to the extent that the Note Modification and Hypothecation Agreement are valid and enforceable, they are nevertheless subject to avoidance as preferential transfers.

22. Movant does not have an enforceable lien against either vehicle. In the alternative, if Movant did have an enforceable lien against either vehicle, the lien would be adequately protected by the value of the vehicle and by the existence of current physical damage insurance.

23. The 1995 Ford Ambulance and 2000 Ford Ambulance are valuable and necessary to the effective reorganization of the Debtor.

24. The Debtor is willing to make monthly payments for using the vehicles, in an amount to be determined.

WHEREFORE, the Debtor requests that the Motion be denied; and, that the Debtor have such other and further relief as is reasonable and just.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorneys for Debtor

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 7th day of February, 2018, a copy of the Debtor's Answer to the Movant's Motion for Relief from Automatic Stay was served by first class, United States mail, postage pre-paid, and/or electronic service as set forth on the attached service list.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorneys for Debtors

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